

# JANITORIAL SERVICES – TEN CULPEPER COUNTY BUILDINGS CULPEPER, VIRGINIA

RFP No. BG-09-2706

Issued: May 22, 2009

Proposals are due by 2:00 p.m. on June 18, 2009 in the
Office of the Culpeper County Purchasing Agent
101 S. West Street, Suite 300
Culpeper, VA 22701

# Proposals received after the deadline will be rejected.

A mandatory pre-proposal conference will be held in the Board of Supervisors Meeting Room, 302 N. Main Street, Culpeper, VA 22701 on <u>June 3, 2009</u> at 10:00 A.M.

# TABLE OF CONTENTS

# **PAGE**

1.1	PUI	RPOSE:	5
1.2	COI	NTRACT PERIOD:	5
1.3	BAC	CKGROUND:	5
	1.3.1	Facility Locations:	5
1.4	MA	NDATORY PRE-PROPOSAL CONFERENCE:	5
1.5	COI	NTRACT ADMINISTRATION:	6
1.6	SIT	E VISIT:	6
1.7	НО	URS OF OPERATION:	6
	1.7.1	Holidays:	6
	1.7.2	Contractor Work on County Holidays:	
10			
1.8	SIA	TEMENT OF NEED:	
	1.8.1	General Requirements:	
	1.8.2	Services to be Provided:	7
1.9	OFI	FEROR'S QUALIFICATIONS:	8
	1.9.1	Experience:	8
1.10	SPE	CIFIC REQUIREMENTS:	9
		Contractor Personnel:	
		Compliance with County Procedures:	
		Background Checks:	
	1.10.4	Employee Identification and Building Access:	10
		Parking:	
	1.10.6	Contractor Owned Equipment:	10
	1.10.7	Key Controls:	11
		Safety:	
		Reporting Requirements:	
		nage Reports:	
		ident Reports:	
		ft/Vandalism Reports:	
		A Guideline Compliance:eling of Supplies/Chemicals	
	<del>-</del>	Resistance:	
	T 'OHD '	KODDWIICO	14

	1.10.1	0 Recycling Program:	13
	DD.		
1.11	PRO	OPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:	
	1.11.1	1	
	A.	RFP Response:	14
	B.	Form Completeness:	14
	C.	Proposal Completeness:	
	D.	Proposal Organization:	
	E.	Proposal Binding:	
	F.	County Data Ownership:	
	G.	Oral Presentations:	
		Specific Proposal Requirements:	
		Plan of Operation:	
		Customer Service Philosophies:	
		Contract Implementation Requirements:	
		Task and Frequency Schedule:	
		Equipment and Chemicals:	
	1.11.8	Employee Training:	1/
1.12	EV	ALUATION & AWARD CRITERIA:	17
	1 12 1	Evaluation of Proposals:	17
		Award of Contract:	
1.13		NERAL TERMS & CONDITIONS:	
1.13			
		nce ATTACHMENT F herein.	
1.14	SPI	ECIAL TERMS & CONDITIONS:	18
	1.14.1	Offer Acceptance Period:	18
	1.14.2	Advertising:	18
	1.14.3	Audit:	18
	1.14.4	Availability of Funds:	19
	1.14.5	Cancellation of Contract:	19
	1.14.6	Drug Free Workplace:	19
		Identification of Proposal Envelope/Package:	
		Indemnification:	
		Insurance:	
		0 Prime Contractor Responsibilities:	
		1 Renewal of Contract:	
		2 Late Proposals:	
		3 Performance and Payment Bonds:	
	1.14.1	4 Method of Payment:	22
ATT	ACHN	MENT A	
	FACII	LITY LOCATIONS & FLOOR PLANS	
ATT	ACHN	1ENT B	
	HOUR	RS OF OPERATION	

ATTACHMENT C		
HOURS OF OPERATION		
ATTACHMENT D		
FEE SCHEDULE		
ATTACHMENT E		
EQUIPMENT LIST		
ATTACHMENT F		
GENERAL TERMS AND CONDITIONS		
ATTACHMENT G		
INSURANCE CHECKLIST		

#### 1.1 PURPOSE:

The purpose and intent of this Request for Proposals (RFP) is to solicit sealed proposals from qualified facility management contractors to establish a contract through competitive negotiations for the purchase of custodial services for ten (10) County office buildings. Proposals will be accepted for a full custodial service program as defined herein.

#### **1.2 CONTRACT PERIOD:**

The Contract shall be for a period of three (3) years with the option to renew for two successive one-year periods. The initial term of the three (3) year contract shall commence on the date of award and will extend until 2012. Any renewal will be based on satisfactory performance by the Contractor during the initial term.

# **1.3 BACKGROUND:**

Culpeper County is community of 42,000 people located in the Virginia Piedmont. Culpeper County government offices consist of ten (10) buildings. This RFP pertains to the ten (10) facilities and associated off-site facilities.

#### 1.3.1 Facility Locations:

This Request for Proposals pertains to the ten (10) County facilities (Reference ATTACHMENT A, Facility Locations and Floor Plans, herein) as identified below:

- 1- County Administration Building, 302 N. Main Street
- 2- County Administration Annex, 308 N. Main Street
- 3 -Culpeper Courthouse, 135 W. Cameron Street
- 4- County Office Building, 155 West Davis Street
- 5- Animal Shelter, 10144 James Monroe Highway
- 6- Culpeper County Library, Southgate Shopping Center
- 7- Galbreath Marshal Building, 1401 Old Fredericksburg Road
- 8- Emergency Operations Center, 14022 Public Safety Court
- 9- County Administration, 151 N. Main Street
- 10- County Administration, 118 W. Davis Street

#### 1.4 MANDATORY PRE-PROPOSAL CONFERENCE:

A mandatory pre-proposal conference will be held on June 3, 2009, at 10:00 AM., at the Board of Supervisors Meeting Room, 302 N. Main Street, Culpeper, VA 22701. The purpose of this conference is to allow potential Proposers an opportunity to present questions and obtain clarifications on the specifications and requirements of the Proposal. Following the meeting site visits will be conducted. Minutes of the pre-proposal conference will not be recorded or published

Attendees should bring a copy of this solicitation to the conference. Any changes resulting from this conference or subsequent written questions will be issued in a formal addendum.

# 1.5 CONTRACT ADMINISTRATION:

Upon award of the contract, the County shall appoint a Contract Administrator. The responsibility of the Contract Administrator shall be to interpret all the terms and conditions of the contract and shall judge the performance of the Contractor. He/She will use all powers under the contract to enforce its faithful performance. The Contract Administrator shall oversee the contract on a daily basis to assure that the Contractor's total performance is in accordance with the contractual commitment and obligations. Any modifications shall be authorized by the Culpeper County Purchasing Office and issued as a written amendment to the contract.

#### 1.6 SITE VISIT:

The County will conduct a tour of all ten (10) facilities immediately following the preproposal conference referenced above. This will be the only tour of the facilities provided by County personnel. Proposers must provide their own transportation.

#### 1.7 HOURS OF OPERATION:

The hours of operation for each facility are identified in ATTACHMENT C, Hours of Operation, herein.

#### 1.7.1 Holidays:

The County will be closed on the following observed holiday, and any additional days granted by the Board of Supervisors.

New Year's Day

Lee-Jackson Day

Martin Luther King Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

#### 1.7.2 Contractor Work on County Holidays:

The Contractor shall not be required to work on County holidays.

#### 1.8 STATEMENT OF NEED:

#### 1.8.1 General Requirements:

The County is seeking an innovative facilities management contractor who will institute a customized custodial operation capable of delivering efficient and responsible services for the facilities. Variations from usual commercial practices may be necessary due to the uniqueness of the facilities and the changing needs of the County. The successful contractor will take the initiative to develop programming, institute changes and bring about new and innovative ideas for all custodial operation. The management services desired should include:

Development of a program designed to enhance the public service environment, improve and enhance service levels, and provides for maximum efficiency and cost effectiveness.

- Assuming total management control, on-site operation, and day-to-day administration of the custodial operation.
- Management and scheduling of all basic and periodic services to include periodic reports on effectiveness.
- Coordinating all custodial service requests for special services.
- Participation in regularly scheduled meeting(s) with County representatives.

#### 1.8.2 Services to be Provided:

The County requires that the Contractor furnish all labor, equipment, supplies and supervision necessary to provide complete and comprehensive custodial services. The County shall not provide any supplies. The desired services should include all custodial functions normally associated with facilities of this type. The level of service desired is intended to generate unsolicited compliments from the staff and visitors. The scope of this solicitation covers estimated 120,000 square feet. This number is provided for informational purposes only and shall not be construed as actual (Reference ATTACHMENT A, Facility Location and Floor Plans, herein for details of areas to be cleaned and approximate size). Minimum cleaning requirements are included in Attachment B. Typical services should include but are not limited to the following:

 Provide a full time Day Porter, Monday through Friday from 0800-1700 at the Galbreath Marshall Building, 1401 Old Fredericksburg Road. No Vehicle Required.

- Cleaning of public areas, offices, meeting rooms, courtrooms, kitchens, file rooms, and restrooms
- Floor and carpet care.
- Waste collection, recycling and removal.
- Entrance, vestibule and foyer cleaning.
- Walls, baseboard, and door hardware cleaning.
- Interior window cleaning, glass, blind cleaning and vacuuming drapes.
- Cleaning of water fountains.
- High cleaning (anything over six feet above the finished floor) of light fixtures, ceilings, ledges and air handling vents.
- Cleaning of corridors, stairwells and elevators.
- Removal of graffiti.
- Policing and cleaning of vending areas, cleaning/arranging of tables/chairs and floors.
- Sweeping and policing of trash areas.
- Policing and sweeping exterior of all facility entrances and exits to a distance of, but not less than, 25 feet.

#### 1.9 OFFEROR'S QUALIFICATIONS:

Each Offeror submitting a proposal shall have experience in providing custodial services, preferably for government/public facilities. The following list of qualifications must be met prior to consideration by the County's evaluation committee:

#### 1.9.1 Experience:

The Offeror shall have experience providing custodial services for at least three years.

#### 1.10 SPECIFIC REQUIREMENTS:

#### 1.10.1 Contractor Personnel:

All Contractor personnel shall be citizens of the United State or legally permitted to work in the United States. All Contractor personnel shall be properly trained and skilled in the work they will perform and in operating the necessary equipment.

**Employees** No person shall be allowed on the property who is not directly involved in the performance of the janitorial services. If the Contract Administrator or Contract Manager notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent from the County.

# 1.10.2 Compliance with County Procedures:

The Contractor's employees shall observe and comply with all County policies, regulations, and procedures at all times.

#### 1.10.3 Background Checks:

The Contractor shall obtain criminal background checks through the Virginia State Police Central Criminal Records Exchange, or other service acceptable to the County, on ALL employees. Copies shall be provided to the Contract Administrator prior to their reporting to each facility for duty. This applies to managers, supervisors, part-timers, project crews and new hires. Note that criminal background requests require notarization. Culpeper County shall have the right to approve or disapprove contract employees from working on County property. Disapproval solely applies to County and associated off-site facilities and has no bearing on the employment of the individual with the contractor's firm outside of the County.

Mandatory Qualifications for Contractual Personnel Custodians shall be employees of the Contractor, day laborers are not acceptable.

The Contractor shall obtain criminal, background checks on all Contract personnel at the start of this Contract or upon employment, and at least once per year thereafter. The Contractor shall inform the Contract Administrator, by certified mail, of any criminal convictions of any type for Contract personnel within five (5) days of obtaining the information. Background checks must be complete before any of the Contractor's personnel will be allowed on-site. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able

to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.

Contractor shall supply the Contract Administrator with a current list of all employees that will perform work at the facility. Each of these employees shall be adequately trained and have had criminal background checks. If the Contractor uses employees not on the list, the County may order that person(s) off the property and deduct the cost of labor from the invoice. Repeated use of employees not on the current list may be grounds for termination of the Contract.

#### 1.10.4 Employee Identification and Building Access

- 1. All employees shall wear uniforms that bear the company name/logo. Uniforms shall be approved by the Contract Administrator and shall not be exceptionally dirty, stained, or torn.
- 2. Identification badges shall be furnished by the Contractor and worn by all Contractor employees while on County premises. The badge shall have the employees' picture, name, and signature.
- 3. Access to each building shall be as directed by the Contract Administrator or their representative.
- 4. Uniforms shall not be covered by sweaters, jackets, etc., while working inside the facilities.

Access to designated restricted areas is forbidden to Contractor's employees. Restricted areas will be designated by the authorized County representative. All doors shall be locked on completion of cleaning. Failure to lock the exterior doors may result in grounds for termination of contract and/or custodial staff replacement.

#### 1.10.5 Parking:

The Contractor and its employees shall adhere to the Town and County parking regulations. Payments of parking fines or towing fees are the responsibility of the vehicle owner.

# 1.10.6 Contractor Owned Equipment:

The County shall not be responsible for losses of the Contractor's equipment, supplies or tools.

**Non-interference** The Contractor shall not interfere with the public use of the sites and shall conduct its operations so as to offer the least possible obstruction and inconvenience to County employees and the public or disruption to the peace and quiet of the area within which the custodial services are performed.

#### 1.10.7 Key Controls:

The Contractor shall assume responsibility for safekeeping of the facilities under its control. Keys shall be issued and signed for at the Environmental Services Office. Keys shall not be duplicated. Broken keys shall be returned to the Contract Administrator for replacement. Lost keys shall be reported immediately to the Contract Administrator. Re-keying, replacement and/or required lock changes due to lost keys by Contractor personnel shall be charged to the Contractor. The Contractor shall provide a lock box for keys and keys shall be checked out and in as employees perform work assignments. A written log documenting time in and out for keys shall be maintained. The facility contract administrator will inventory the key box periodically. Only the Contractor's manager and supervisors shall have access to the key box. Keys shall not be taken from the facilities. The Contractor may deviate from this procedure, if they provide a written plan detailing their Key Control procedures for the County's review and consideration. The Contract Administrator will provide written approval, if the modifications are accepted.

#### 1.10.8 Safety:

The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.

#### 1.10.9 Reporting Requirements:

#### A. Damage Reports:

The Contractor shall be responsible for all damages caused by the Contractor's employees or equipment. In all instances where County property or equipment are damaged by Contractor's employees or equipment, the Contractor shall submit to the facility contract administrator or designee a full report of the facts and extent of such damage verbally within one (1) hour and in writing within twenty-four (24) hours of occurrence. Damage caused by others shall be reported to the contract administrator who will report the conditions to the appropriate authorities.

#### B. Accident Reports:

The Contractor shall comply with OSHA and other regulatory agency requirements, and County requirements for record keeping and reporting of all accidents resulting in death, trauma, occupational illness or injury. The Contractor shall provide a verbal report to the facility contract administrator or designee within one (1) hour of each occurrence and a written follow-up report within twenty-four (24) hours of occurrence.

C. Theft/Vandalism Reports:
The Contractor shall submit to the facility contract administrator or designee a verbal report within one (1) hour and a written report within twenty-four (24) hours of incidents of theft or vandalism, defining the date and time of damage/loss and discovery, and describing in detail the type

and extent of damage/loss.

- D. OSHA Guideline Compliance. 1. MATERIAL SAFETY DATA SHEETS – Contractor shall furnish to the Department Environmental Services, Contract Manager, the copies of Material Safety Data Sheets (MSDS), for all products used, prior to beginning service in any facility. Contractor must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's MSDS must be provided to the Contract Manager, prior to the product being used in any facility. 2. The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g. 3. LABELING OF HAZARDOUS MATERIALS – Contractor shall comply with OSHA regulation 1919.1200, paragraph f, concerning the labeling of all chemical containers. 4. CAUTION SIGNS – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to County. Caution signs shall be on-site on commencement of the contract. 5. OSHA GUIDELINES OF BLOOD PATHOGENS - Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the Contract Administrator. 6. Due to the nature of custodial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Contract Administrator upon commencement of this Contract. 7. Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules shall permit County to immediately terminate this Contract without liability. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.
- E. Labeling of Supplies/Chemicals. Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this contract. Marking or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all Federal, State and Culpeper County laws, ordinances, rules and regulations.

F. Slip Resistance. The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery. Appropriate signage to be used.

**Inquiries and Complaints** The Contractor shall provide a method(s) to enable County to contact a representative of the Contractor, who is proficient in English, to take necessary action regarding inquiries, complaints and emergencies. The Contractor shall reply to County within one (1) hour after it is contacted by County.

During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage, County may, after reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and charge the cost thereof as determined by County to the Contractor or may deduct such cost from an amount due to the Contractor from County.

All complaints shall be resolved as soon as possible after notification, but in all cases prior to the next date of scheduled custodial services, and to the satisfaction of the County Representative(s). If any complaint is not resolved within this time, County shall be notified immediately of the reason for not resolving the complaint, followed by a written report to County within five (5) days. If the complaints are not resolved within the time specified or to the satisfaction of County, County may correct the specific complaint and the total cost incurred by County will be deducted from the payments owing to the Contractor from County.

Use of County Property, Facilities, and Equipment The Contractor shall not use County facilities, property, or equipment, including copy machines, telephones, fax machines, computers, calculators, typewriters, and other items for personal or company business. The County telephones shall be used only for medical emergencies, or to call the County Representative(s).

#### 1.10.10 Recycling Program:

The Contractor shall be responsible for collecting recyclables and depositing it in the designated area at each facility in conjunction with trash removal. The County recycles white paper, computer paper, cardboard, aluminum, newspaper. Other commodities may be added in the future.

#### 1.11 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

#### 1.11.1 General Requirements:

#### A. RFP Response:

In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies (CD copies of the proposal may be submitted) of each proposal must be submitted to the County. No other distribution of the proposal shall be made by the Offeror.

#### B. Form Completeness:

Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

#### C. Proposal Completeness:

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of contents.

#### D. Proposal Organization:

Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

# E. Proposal Binding:

Each copy of the proposal shall be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

#### F. County Data Ownership:

Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

#### G. Oral Presentations:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify or elaborate on the proposal.

#### 1.11.2 Specific Proposal Requirements:

Proposals should be as thorough and detailed as possible so that the agency may properly evaluate the Offerors capabilities to provide the required goods/services.

- A. Completed RFP, signed, preferably in blue ink, and filled out as required.
- B. A written narrative of the experience and expertise of the Offeror, to include experience of the firm in providing custodial services in a governmental or public service setting. The Offeror shall provide a list of current client accounts to include contact name and telephone number, length of service of the account, type of facility and square footage.

# C. List of All Management Personnel:

The Offeror shall provide titles and a brief employment history of all management personnel considered for the account. The Custodial Services Manager shall have at least three (3) years of experience as a custodial service manager and must be acceptable to Culpeper County. Include resumes of the persons selected to direct operations in the facilities.

#### D. Detailed Organizational Chart:

The Offeror shall provide a detailed organizational chart outlining the support structure from the facility level up through the top management of the Offeror's organization.

# 1.11.3 Plan of Operation:

The Offeror shall submit a plan of operation stating how they intend to meet the requirements of this RFP and a description of the proposed methods and techniques used to deliver high quality services and customer satisfaction. This plan must be in sufficient detail to permit evaluation by the County and should include staffing and supervision patterns, inspection schedules, a description of the Offeror's quality control program, and proposed meetings. Submit a draft copy of your inspection procedures and documentation/reports that will be provided to Culpeper County monthly to document your performance and compliance with the Contract. These reports shall also include a list of cleaning activities, special events etc, for the upcoming month.

#### 1.11.4 Customer Service Philosophies:

A description of the Offeror's proposed methods and techniques for assessing and measuring customer needs, wants, preferences and degree of satisfaction.

#### 1.11.5 Contract Implementation Requirements:

The Offeror shall include within their proposal a conversion plan, which allows for the smoothest possible transition from the current Contract function to the new contract to be awarded under this RFP. This plan should identify major milestones of contract start-up. The Offeror shall state precise plans for each step in assuming management control and describe its ability to commit the staff personnel and resources required to develop a responsive management structure.

#### 1.11.6 Task and Frequency Schedule:

The Offeror's proposal should include a description of their approach to completing all of the cleaning tasks to be performed under the contract described in Attachment Band any DEVIATIONS FROM THIS FREQUENCY AND SCHEDULE SHOULD BE SUBMITTED AS AN ALTERNATE PROPOSAL Specific plans and the methodology to be used should be covered in detail, including step-by-step procedures for cleaning tasks.

#### 1.11.7 Equipment and Chemicals:

The Offeror will provide all necessary equipment at start-up. The Offeror shall identify all equipment and chemicals to be used in the performance of the services. All chemicals must meet or exceed all current EPA and OSHA environmental safety requirements. MSDS sheets shall be submitted for County review and approval prior to the utilization of any chemical.

# 1.11.8 Employee Training:

The Offeror shall provide a description of their employee-training program to include types of training provided to both management and staff. This description should include training programs, which address English as a Second Language instruction for international employees.

- Background Check Procedures:
   The Offeror shall provide a description of their program and procedures for controlling access to County facilities and keys.
- Safety Program:
   The Offeror shall provide a copy of their Safety Program

# 1.12 EVALUATION & AWARD CRITERIA:

**Proposed Pricing** 

#### 1.12.1 Evaluation of Proposals:

Proposals shall be evaluated by the Culpeper County Evaluation Team using the following criteria:

40%

• The Offeror's capacity and capability to provide
the required services to include the specific plans
and/or methodology to be used to perform the services
and comprehensive responses to specific proposal

requirements requested in Section 1.11.

- Qualifications and relevant experience of the Offeror
  in providing the services, including key personnel
  assigned to the contract, and the responsiveness,
  willingness and capacity to provide high quality services
  as required.
- Past success of the Offeror in providing the services, references from comparable accounts, and financial stability of the Offeror.

#### 1.12.2 Award of Contract:

Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors identified above. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror(s), which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Culpeper County may cancel this Request for Proposals or any portion thereof at any time prior to award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should Culpeper County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions, of the solicitation and the contractor's proposal as negotiated.

#### 1.13 GENERAL TERMS & CONDITIONS:

Reference ATTACHMENT F Herein.

# 1.14 SPECIAL TERMS & CONDITIONS:

#### 1.14.1 Offer Acceptance Period:

Any offer in response to this solicitation shall be valid for ninety (90) days. At the end of the (90) days, the offer may be withdrawn at the written request of the Offeror. If the offer is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

#### 1.14.2 Advertising:

In the event a contract is awarded for supplies, equipment or services resulting from this proposal, no indication of such sales or service to Culpeper County will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the County or any agency or institution of the County has purchased or uses its products or services.

#### 1.14.3 Audit:

The Contractor hereby agrees to retain all books records and other documents relative to this contract for five (5) years after final payment or until audited by the County, whichever is sooner. The agency, its authorized agents, and/or County auditors shall have full access to and the right to examine any of said materials during said audit.

#### 1.14.4 Availability of Funds:

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

#### 1.14.5 Cancellation of Contract:

The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon fifteen (15) days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders/contractual requirements issued prior to the effective date of cancellation.

#### 1.14.6 Drug Free Workplace:

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and or agents performing services on County

property are prohibited:

- The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
- Any impairment or incapacitation from the use of alcohol or other drugs (except for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County in addition to any criminal penalties that may result from such conduct.

#### 1.14.7 Identification of Proposal Envelope/Package:

The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

FROM:	June 3, 2009_	
Name of Offeror	Due Date	Time
Street or Box Number		BG-09-2706 RFP No.
		Janitorial Services
City, State, and Zip Code	•	RFP Title

Name of Purchasing Agent: Alan Culpeper, CPPO, VCO, Purchasing Agent

The envelope/package should be addressed to the Culpeper County Procurement Department, 101 S. West Street, Suite 300, Culpeper, VA 22701. Electronic and fax proposals will not be accepted.

ADDENDA: An offeror who requests clarification or interpretation of or improvements to this RFP's general terms, conditions, specifications or requirements shall make a written request which must be received in the Culpeper County Purchasing Office at least ten calendar days prior to the date set for the receipt of proposals.

If the Culpeper County Purchasing Office determines clarification or further information is necessary, it shall issue an addendum to this RFP. The addendum shall be issued no later than five calendar days prior to the date set for the receipt of proposals.

An addendum extending the date for the receipt of proposals or withdrawing this RFP may be issued at any time prior to the date set for the receipt of proposals.

It is the responsibility of each prospective offeror to provide the Culpeper County Purchasing Office with the name, address, telephone number and fax number of the person to whom addenda should be sent.

The Culpeper County Purchasing Office may issue an addendum by fax or by any other means.

COMMENTS: It is Culpeper County's intent that this RFP promote competition. Each offeror is responsible for advising the County if any language, requirements, specifications, or other elements of this RFP inadvertently restrict or limit the requirements stated in this RFP to a single source. The notification must be received by the Culpeper County Purchasing Office not later than ten days prior to the date set for the receipt of the proposals. A review of such notifications will be made.

Culpeper County solicits comments from all Offerors concerning this RFP.

COMMUNICATIONS: Any communications pertaining to the scope of work, the preparation or submittal of a proposal, and all other communications with the Culpeper County Purchasing Office referred to in this RFP, must be made to:

Alan H. Culpeper Director of Procurement & Communications County of Culpeper 101 S. West Street, Suite 300 Culpeper, VA 22701 (540) 727-3488 aculpeper@culpepercounty.gov

#### 1.14.8 Indemnification:

The Contractor covenants to save, defend, keep harmless, and indemnity County, and all of its officers, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional negligent or grossly negligent performance or nonperformance of the work called for by the Contract Documents.

#### 1.14.9 Insurance:

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the insurance coverage's as outlined in Attachment G (Insurance Check list" prior to or at the time of contract execution. A copy of a Certificate of Insurance shall be required within five (5) business days and must be furnished by the successful contractor during execution of the contract. The Certificate does not need to accompany the bid.

The Offeror further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire terms of the contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

#### 1.14.10 Prime Contractor Responsibilities:

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

#### 1.14.11 Renewal of Contract:

This contract may be renewed by the County of Culpeper upon written agreement of both parties for two (2) successive one (1) year periods under the terms and conditions of the original contract and at a reasonable time (approximately 90 days) prior to the expiration. Price increases may be negotiated only at the time of renewal and shall be increased/decreased by no more than the percentage increase/decrease of the Other Services category of the CPI-South Urban section of the Consumer Price Index of the United State Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

#### 1.14.12 Late Proposals:

To be considered, all proposals must be received and stamped in at the address given on or before the date and hour designated on the solicitation. Offerors must pay particular attention to insure the proposal is properly addressed. The County is not responsible if the proposal does not reach the destination specified by the appoint time and date. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The official time used in receipt of responses is that time on the automatic time/date stamp machine located in the purchasing office.

#### 1.14.13 Performance and Payment Bonds:

The successful Offeror shall deliver to the Purchasing agent executed Performance and Labor and Material Payment bonds, each in the sum of the contract amount, with the County of Culpeper as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to an approved by the Purchasing agent.

#### 1.14.14 Method of Payment:

The Contractor shall be paid on the basis of invoices submitted monthly. Invoices shall be rendered directly to the Director of Environmental Services, 118 W. Davis Street, Suite 101, Culpeper, Virginia, 22701, for review and payment approval. Invoices shall be paid NET 30 after receipt of approved invoice in the Accounts Payable Department of the County. The Contractor shall reference the contract number and dates of service.

# **ATTACHMENT A**



#### ATTACHMENT B

#### **CLEANING SPECIFICATIONS**

These cleaning specifications are not all inclusive and shall be considered the minimum requirements. They are intended to demonstrate the level of cleaning that is expected by the County.

# 1. ROUTINE MAINTENANCE OF FLOORS (NON-CARPETED)

- 1.1. All floors shall be damp mopped removing any spots, stains, scale or spillage.
- 1.2. No mop streaks from improper rinsing or dirty equipment shall be permitted.
- 1.3. Finishes should be applied in a competent fashion as required to protect floor surfaces (avoid build-up from over application in non-wear areas) and maintain a reasonably bright shiny surface.
- 1.4. When the specified level of cleanliness cannot be maintained by sweeping, damp mopping, spray-buffing or scrubbing, the floors shall be stripped and a new finish applied.
- 1.5. The Contractor shall perform stripping, refinishing and machine polishing of all tile and non-carpeted floors a minimum of two times per year approximately 6 months apart. The contractor shall provide a unit price per square foot for additional stripping, waxing buffing of hard floor surfaces as requested by the owner on the fee schedule.
- 1.6. Baseboards, furniture, cabinets, appliances, doors and doorframes shall be kept free of dust, dirt, soil, wax, and floor finishing products. All mop marks and splashes shall be removed immediately.

#### 2. DAILY

#### 2.1. General

- 2.1.1.Clean all walls, counters, interior and exterior doors, partitions and entrances. All metal surfaces will be cleaned and polished. Remove any graffiti.
- 2.1.2.Spot Clean all interior glass surfaces.
- 2.1.3. Police entrance ways and vacuum dust debris from the library folding door tracks.
- 2.1.4. Waste containers shall be emptied, plastic liners replaced and interiors damp wiped. The exteriors shall be cleaned and/or polished.
- 2.1.5. Recyclable materials shall be collected and deposited in designated locations at each facility.
- 2.1.6. Spot wet mop non-carpeted floors. Spray-buff floor finish as needed.
- 2.1.7. Dust mop all non-carpeted floors with a wide treated dust mop, keeping the dust mop head on the floor at all times. Pick up soil from the floor with a dustpan and vacuum mop head periodically to remove dust. No mop marks or build-up of dirt will be permitted around the base of walls or in the corners.

  Baseboards and corners shall be thoroughly cleaned. Dust attractants shall be used at all times to eliminate the accumulation of dust and dander in the work spaces.
- 2.1.8.Empty ashtrays and urns.
- 2.1.9. Drinking fountains, water coolers, and coffee makers will be cleaned by washing the bowl with a neutral soap solution. Drinking fountains will be kept free of trash, ink, coffee grounds, etc. and nozzles free of encrustation. Walls and floors adjacent to fixtures will be kept free of spots, drippings and watermarks. The remainder of the fountain or appliance will be wiped clean.
- 2.1.10. Clean telephones.

#### 2.2. Rest Rooms, Kitchens and Shower Facilities

- 2.2.1.The Contractor shall perform all specified work to ensure restrooms are kept at a high state of cleanliness and that odors are minimized.
- 2.2.2. Vanity tops, counters, mirrors, and the exteriors of dispensers and any metal surfaces shall be damp cleaned and dry polished nightly.
- 2.2.3. The **ENTIRE** surface of any wall, partition or divider <u>adjacent to a urinal</u> shall be damp cleaned with a disinfectant and dry polished to a <u>uniform surface appearance</u>. Walls and floors adjacent to fixtures will be kept free of spots, drippings and watermarks.
- 2.2.4. Toilet fixtures (commodes) shall be thoroughly cleaned by damp wiping all exterior surfaces. The lid and seat shall be raised and the underside of both damp cleaned and wiped dry. The interior of these fixtures shall be scrubbed clean using a mild liquid disinfectant cleaner. The seat shall be left in the "up" position. Any metal fittings shall be cleaned and polished dry.
- 2.2.5. Urinal fixtures shall be cleaned and sanitized as above except no seats or lids are involved.
- 2.2.6. Wash basins (lavatories) shall be treated as follows: the bowls, edges, back splashes and adjacent wall area shall be <u>damp cleaned</u> using a mild, or special purpose cleaner and polished dry. No scouring pads, powders or other abrasive material that may damage the fixtures or finish shall be used. In the event that a soil condition develops which will not yield to the above normal or routine cleaning method, a mild abrasive cleaner may be used to remove such soil. The bright work, faucets, handles, soap dispensers, etc., under the basins shall be wiped clean of dust, water spots, etc.
- 2.2.7. The floors shall be scrubbed with a mild disinfectant cleaner and free rinsed. Care should be taken to ensure that all mops, cleaning solutions, and rinse water are kept clean. No mop marks or build-up of dirt will be permitted around the base of walls or in the corners. Baseboards and corners shall be thoroughly cleaned.
- 2.2.8.All dispensers will be refilled with soap, hand towels, toilet tissue, etc., from the Contractor's stock of supplies insuring there is enough supply to last an entire business day.

#### 2.3. Floor Care for Carpeted Areas

- 2.3.1.Remove all visible trash, debris, dust, footprints, and spots or stains of foreign substances from <u>all</u> areas of the carpet including entry mats, throw rugs and carpets.
- 2.3.2.Spots or stains shall be given individual attention and appropriate cleaning procedures used for their removal.
- 2.3.3. After the above services have been performed, a vacuum cleaner shall be operated over all carpeted areas, including entry mats. This machine shall be comparable in efficiency to a Hoover Commercial Vacuum Cleaner" and at least two passes shall be made on the surfaces cleaned. All vacuum cleaners shall be equipped with HEPA filters to eliminate the accumulation of dust.

#### 2.4. Stairways and Landings

- 2.4.1. Dust mop or damp mop treads using a small treated mop.
- 2.4.2. Pick up soil at bottom of stairs.
- 2.4.3. Dust or wipe all handrails, windowsills or ledges.
- 2.4.4.Soil, scuffs or shoe marks appear on the stair risers, wash them with a lotion type cleanser and a heavy cloth or scrubbing brush to remove the marks.

#### 3. WEEKLY

#### 3.1. General

- 3.1.1.In areas which have ceramic, stone, concrete, terrazzo, or resilient floors, mop the entire area.
- 3.1.2. Dust vertical surfaces of office furniture and equipment and the legs of chairs and tables.
- 3.1.3. Vacuum clean all upholstered furniture.
- 3.1.4.Dust the book shelves in the Library especially the lower shelves where carpet dust accumulates.

# 3.2. Rest Rooms and Shower Facilities

- 3.2.1.De-scale all fixtures using cleaner to remove mineral deposits, staining, and rust.
- 3.2.2.Clean all tile surfaces (including showers) and stall partitions, and walls using cleaner-disinfectant solution.

#### 3.3. Stairways and Landing

- 3.3.1.Damp wipe and clean all railings with detergent solution and a cloth.
- 3.3.2. Wet-mop all stair treads and landings with a mild disinfectant cleaner and rinse free.

#### 4. MONTHLY

#### 4.1. General

- 4.1.1.Dust all horizontal and vertical surfaces such as windowsills, ledges, shelves, file cabinets, equipment, work surfaces, furniture, and lamps using a treated cloth or dust mop to prevent the accumulation of dust. Dust attractants shall be used at all times. Includes the tops of book shelves in the Library.
- 4.1.2. Move letter trays and equipment other than typewriters and computer equipment. Dust, replace to original position.
- 4.1.3. Dust all picture frames and similar wall hangings plus the tops of partitions, doors and doorframes.
- 4.1.4. Dust window blinds.
- 4.1.5. Dust all ventilation supply and return grills.
- 4.1.6. Dust all overhead light fixtures.
- 4.1.7. The corners and edges of all carpeting in and around cubicles, furniture, appliances, etc will be vacuumed with a crevice tool/attachment to prevent the accumulation of dust and debris in hard to reach places.
- 4.1.8.In areas, which have floors that are coated with floor finish or wax, buff the floors, using a floor machine equipped with a buffing pad or brush to a shiny finish. (Spray buff floor finish). Dust mop the floor after buffing as needed.
- 4.1.9. Spray-buff all stair landings.

#### 4.2. Rest Rooms and Shower Facilities

4.2.1. Machine scrub floors and tile walls with a floor machine and/or scrubbing machine and cleaner-disinfectant solution. Pick up solution with a wrung-out mop or wet/dry vacuum.

# 5. **SUPPLIES**

#### 5.1. General

- 5.1.1.The Contractor shall furnish all supplies and equipment necessary for the work performed under this contract.
- 5.1.2.It shall be the Contractor's responsibility to furnish, at his expense, plastic liners for all trash receptacles throughout the building.
- 5.1.3. The Contractor shall furnish expendable supplies for public use in toilet and washroom dispensers, paper towel dispensers, toilet tissue, hand soap, etc. The Contractor shall also be responsible

- for placement of supplies in the dispenser and holders that are provided.
- 5.1.4. The Contractor shall maintain an adequate supply that is accessible to County Staff in the event a dispenser or holders require refilling prior to the time the Contractor reports for work.
- 5.1.5.The County currently uses hand soap, for which dispenser have been provided. A change in the brand of hand soap will require the Contractor to provide new dispensers at the Contractor's own expense.
- 5.1.6. The Contractor is responsible for supplying the County's needs throughout the duration of the Contract for whatever quantity of supplies is needed. The price per building per month quoted must include all costs performing the required services, **including equipment and supplies.**

# 5.2. Custodial Equipment and Supply Closets

- 5.2.1. These areas shall be kept clean and organized in a manner to minimize hazardous conditions.
- 5.2.2. All equipment shall be stored in an uncluttered manner. Handles, electric cords, etc., shall be arranged so as not to strike or trip any person using these areas.
- 5.2.3. Supplies shall be kept in an uncluttered and organized manner.
- 5.2.4.No material of any kind, including water, shall be left standing in open containers or sinks after working hours.
- 5.2.5. All mops shall be thoroughly cleaned and wrung out before storing.
- 5.2.6. Mops shall be stored by hanging clear of the floor.
- 5.2.7. Dirty or oiled rags, dust mops, etc., shall be stored in covered metal containers.
- 5.2.8. At the end of each evening's work all trash shall be removed from these areas, the floors swept or mopped clean, lights turned off, and the doors securely closed.
- 5.2.9.Mop sinks shall be kept clean. Trash or mop strings shall be promptly removed from <u>all</u> floor or sink drains.
- 5.2.10. Any stoppages, or malfunctions of plumbing shall be promptly reported to the director, Facilities or his designee.

#### 6. ENERGY CONSERVATION and LIGHTING

- 6.1. It is intended that all lights are to be turned off by County personnel at the conclusion of their working day. Lights may be turned on in areas as necessary for the Contractor's employees to perform services. <u>All lights shall be turned off upon completion of services in each area.</u>
- 6.2. Offerors hereby agree to employ the maximum economic utilization of electrical energy, including, but not limited to, the use of lighting to economize in the use of electricity by every means, including the professional utilization of the labor force.

#### 7. WORK OUTSIDE SCOPE OF CONTRACT

- 7.1. When the Contractor is directed by the Director, Facilities Management, or designee to clean an area for a special occasion, or an emergency situation, the Contractor shall furnish all labor and supervision, as required to fulfill the order. The number of persons on the special/emergency cleaning crew shall be approved in advance by the Director, Facilities Management, or designee.
- 7.2. The Contractor will be paid for special or emergency cleaning services on the hourly rate submitted on the Bid form.

# **ATTACHMENT C**

HOURS OF OPERATION

# ATTACHMENT D

FEE SCHEDULE

<b>ATTACHMENT</b>	$\mathbf{E}$
-------------------	--------------

EQUIPMENT LIST

#### **ATTACHMENT F**

#### GENERAL TERMS AND CONDITIONS

#### 1. Additional Information

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a County contact for additional technical information other than the County Purchasing Agent, potential offerors are cautioned that any verbal representations made by any County or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent. For determination as to whether any representations of any County or other person requires that an amendment be issued, or any contractual questions regarding this solicitation, contact the Purchasing Agent at (540) 727-3427.

#### 2. Proposal Form Submission

An original and five (5) copies of the proposal (six (6) copies total) shall be signed and submitted in a sealed envelope to the Office of the Purchasing Agent no later than the time and date specified in the solicitation. Timely submission of the proposal is solely the responsibility of the Offeror. Proposals received after the specified time will be rejected. The envelope or package shall indicate the name of the Offeror, and the number of the solicitation. The Purchasing Office shall indicate the time and date of receipt on the envelope or package. Proposals received in the Office of the Purchasing Agent after the time and date specified in the solicitation will not be opened or considered. Proposals not submitted in the number of copies requested are subject to immediate rejection. Facsimile transmissions of proposals will not be accepted.

Failure to submit a proposal on the Proposal Form provided for that purpose in this solicitation shall be considered just cause for rejection of the proposal. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

#### 3. Collusion Among Offerors

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names will be rejected unless specifically permitted in the solicitation. Reasonable grounds for believing that an Offeror is interested in more than one proposal for the work contemplated will result in rejection of all proposals in which the Offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors. Participants in such collusion may not be considered in future solicitations for the same work. Each Offeror, by submitting a proposal, certifies that it is not a party to any collusive action. Nothing in this section will preclude a firm acting as a subcontractor to be included as a subcontractor for two or more prime contractors submitting a proposal for the work. However, a subcontractor may not submit a proposal as a subcontractor for another Offeror and as a prime contractor.

#### 4. Expenses Incurred in Preparing Proposal

The County accepts no responsibility for any expense incurred by the Offeror in the preparation and presentation of a proposal. Such expenses are to be borne exclusively by the Offeror.

#### 5. Offeror Investigations

Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the Contract and to verify any representations made by the County that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the Contract documents, nor will they be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

#### 6. Qualification of Offerors

Each Offeror may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. The Offeror may also be required to show past history and references, which will enable the Purchasing Agent to be satisfied as to the Offeror's qualifications. Failure to qualify according to the foregoing requirements will justify rejection by the County.

#### 7. Debarment Status

By submitting a proposal, the Offeror certifies that it is not currently debarred or suspended from submitting proposals on contracts by Culpeper County, Virginia or any political subdivision or agency of the Commonwealth of Virginia, and is not an agent of any person or entity that is currently debarred or suspended from submitting proposals on contracts by Culpeper County, Virginia or any political subdivision or agency of the Commonwealth of Virginia.

#### 8. Culpeper County Taxes

The Offeror must be current with any taxes due and owing to Culpeper County. For information on any taxes which may be due and owing, contact the Culpeper County Treasurer, Telephone Number (540) 727-3442.

#### 9. Proposal Withdrawal

No proposal can be withdrawn after it is filed unless the Offeror makes a request in writing to the County prior to the time and date set for the opening of proposals or unless the County fails to award or issue a notice of intent to award a Contract within ninety (90) days after the date and time set for opening proposals.

# 10. <u>Incomplete Documents</u>

The Offeror is responsible for having determined the completeness of solicitation documents upon which it relied in making its bid, and having notified the County Purchasing Agent immediately upon discovery of an apparent error or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering in the bidding documents. If the Offeror is selected as the ultimate contractor, and proceeds with any

activity that may be affected by an error or omission described above, of which it has not notified the County Purchasing Agent, the Offeror/contractor will be required to perform any work described in the missing documents at no additional cost to the County.

# 11. <u>Alternate Insurance Coverage</u>

If the Offeror does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the County, may be considered. The County Purchasing Agent must receive written requests for consideration of alternate coverage's at least ten (10) working days prior to the date set for receipt of proposals. If the County denies the request for alternate coverage's, the specified coverage will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of proposals.

# 12. <u>Competitive Negotiation for Professional Services</u>

This RFP is undertaken under the Culpeper County Purchasing Resolution, Competitive Negotiation for Professional Services.

# ATTACHMENT G **INSURANCE CHECKLIST IFB # BG-09-2706** JANITORIAL SERVICES

# Items marked "X" are required to be provided if award is made to your firm. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following insurance.

Required	Coverage Required	<u>Limits</u> ( <u>figures denotes minimum</u> )	
<u>X</u>	1. Worker's Compensation and Employers' Liability; Admitted in Virginia	Statutory Limits of the     Commonwealth of VA     Yes	
	Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Ration-A-VIII or better, or its equivalent	\$100,000/\$500,000/\$100,000 Statutory Statutory	
_X	2. Commercial General Liability	2. \$1,000,000 CSL Each Occurrence	
	General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Damage Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	\$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence	
<u>X</u> _	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence	
X	4. Employee Dishonesty Bond County must be named on the Bond. Required of Contractor and not the sub-contractors, i Contractor's bond will cover all sub's. Best's Guide Rating-A-VIII or better, or its equivalent	4. \$25,000 Limit f applicable.	
<u>X</u>	<ol> <li>County named as additional insured on Automobile and General Liability Policies. (T coverage is primary to all other coverage the County</li> </ol>	his must be shown on the certificate.)	
X	6. 45 day written cancellation notice required, 15 day cancellation notice required for non-payment to Culpeper County– Ref. Code of Virginia Section 38.3 Also, the words "endeavor to" and "failure to ma clause shall be removed from the cancellation not	2-231. il such notice"	
<u>X</u>	7. The Certificate must state IFB No. 09-2706 and T  X  8. Contractor shall submit Certi business days from notification of award.  X  9. The Certificate Holder c/o Purchasing Depa	Citle: Janitorial Service ficate of Insurance within five should be listed as: Culpeper County, artment, 101 S. West Street, Suite 300,	
<u>X</u>	Culpeper, VA 22701.  10. The successful Offeror shall deliver, to the Purchasing Agent, executed Performance and Labor and Material Payment bonds, each in the sum of the contract amount, with the County of Culpeper as obligee.		
We understar contract.	OFFEROR STATI nd the Insurance Requirements of these specif	EMENT ications and will comply in full if awarded thi	
FIRM		DATE	
SIGNATURE			